

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION
CIVIL CASE NO. 1:18-cv-00232-MR-WCM**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

**APPROXIMATELY \$1,751.00 IN
CURRENCY, ONE 2003
CHEVROLET SILVERADO (VIN:
1GCHK29183E152488), SEIZED
FROM BRYAN JAMISON WATTS,**

Defendants.

**ORDER OF DEFAULT
JUDGMENT OF
FORFEITURE**

THIS MATTER is before the Court on the Government's Motion for Default Judgment of Forfeiture pursuant to Fed. R. Civ. P. 55(b)(2) [Doc. 11].

The Government requests that the Court enter a Default Judgment of Forfeiture as to all persons and entities with respect to the \$1,751 in U.S. Currency (the "Defendant Currency") named in the Complaint, other than Bryan Jamison Watts and Donna Lee Watts, whose claims to the Defendant Currency have been released and withdrawn pursuant to the terms of a Settlement Agreement. [See Doc. 8].

On August 14, 2018, the Government filed a Verified Complaint (the “Complaint”) for Forfeiture In Rem, alleging that the Defendant Currency and a 2003 Chevrolet Silverado (VIN: 1GCHK29183E152488) (the “Defendant Vehicle”) seized from Bryan Jamison Watts in March 2018 are subject to civil forfeiture under 21 U.S.C. §§ 881(a)(4) and (a)(6). [Doc. 1]. The day after the Complaint was filed, the Clerk issued a Warrant of Arrest In Rem. [Doc. 2].

The Government provided direct notice of this action to Bryan Jamison Watts and his wife, Donna Lee Watts, by mailing them a copy of the Complaint. Additionally, the Government provided notice by publication as to all persons with potential claims to the Defendant Currency and the Defendant Vehicle by publishing notice via www.forfeiture.gov from August 22, 2018, until September 20, 2018. [Doc. 7].

On September 14, 2018, Bryan Jamison Watts and Donna Lee Watts filed an Answer to the Complaint, asserting an interest in the seized property. ECF No. 4. No other individuals or entities have filed a timely claim or answer in this civil forfeiture action. The Government, Bryan Jamison Watts, and Donna Lee Watts thereafter reached a settlement of their claims, and on October 1, 2018, the Government filed a Notice of Settlement with

the Court. [Doc. 6]. On October 31, 2018, the parties executed the Settlement Agreement. [Doc. 8].

Pursuant to the Settlement Agreement, Bryan Jamison Watts and Donna Lee Watts have agreed to release and withdraw any claim to the Defendant Currency. [Id. at 3]. Additionally, Bryan Jamison Watts has agreed to release and withdraw any claim to the Defendant Vehicle. [Id.]. However, under the terms of the settlement, the Defendant Vehicle will not be forfeited to the United States. Rather, the Defendant Vehicle will be returned to Donna Lee Watts, subject to the provisions of the Settlement Agreement. [Id. at 2-3].

On October 31, 2018, pursuant to Fed. R. Civ. P. 55(b), the Government filed a motion for entry of default [Doc. 9], and the Clerk has entered default as to all persons and entities, with the exception of Bryan Jamison Watts and Donna Lee Watts. [Doc. 10]. No potential claimant has timely filed a claim or otherwise answered.

Upon review of the Government's motion, the Court finds that the Government has established that Default Judgment is appropriate.

Accordingly, **IT IS, THEREFORE, ORDERED** that:

1. The Government's Motion for Default Judgment of Forfeiture [Doc. 11] is hereby **GRANTED**, and judgment is entered in favor of the

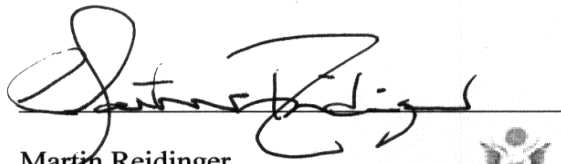
United States against all persons and entities with respect to the \$1,751 in U.S. Currency, other than Bryan Jamison Watts and Donna Lee Watts, whose claims to the Defendant Currency have been released and withdrawn pursuant to the terms of a Settlement Agreement.

2. Any right, title and interest of all persons and entities to the \$1,751 in U.S. Currency is hereby forfeited to the United States, and no other right, title, or interest shall exist therein, with the exception of the previously docketed interests of Bryan Jamison Watts and Donna Lee Watts, whose interests have been resolved through a Settlement Agreement.

3. The United States Marshal is hereby directed to dispose of the \$1,751 in U.S. Currency as provided by law.

IT IS SO ORDERED.

Signed: November 9, 2018


Martin Reidinger
United States District Judge

